

SOLICITATION/CONTRACT/ORDER AL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 70	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER NIHOD2009099	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Terita Stevenson				b. TELEPHONE NUMBER(No collect calls) (301)402-3727	
9. ISSUED BY National Institutes of Health Office of Logistics and Acquisition Operations, Branch 2 6011 Executive Blvd., Rm. 539C Rockville, MD 20852		CODE <input type="text"/>		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS NAICS:322211 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SIZE STANDARD:500 emp. <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE <input type="text"/>				16. ADMINISTERED BY Same as Block 9		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/ OFFEROR CODE <input type="text"/> FACILITY CODE <input type="text"/>		18a. PAYMENT WILL BE MADE BY CODE <input type="text"/>					
TELEPHONE NO. e-mail:		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>					
		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Corrugated Boxes See Attachment						
				(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED	
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.2124. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. OFFER DATED .. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

Addendum - Continuation of SF-1449 (Blocks 19 - 24)**B. Continuation of Standard Form 1449 Block 20**

This acquisition is being solicited using reverse auction procedures. Bidders SHALL NOT submit pricing with their response to this solicitation. Only those bidders determined to be responsive to this solicitation will be invited to participate in the online bidding process.

Pricing Schedule

The estimated quantities shown for each item represents the Government's best estimate of the supplies to be ordered under the contract during the stated period of contract performance and are intended for price evaluation and fund obligation purposes only (refer to FAR 52.216-21, Article 5, Addendum to FAR Clause 52.212-4- Contract Terms and Conditions - Commercial Items).

Base Contract Period: _____ **through** _____
(Specific dates to be completed at time of award)

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1. BOX, Shipping: Shall be corrugated shipping boxes measuring 24x14x12" (60.96x35.5x30.48cm) shall provide in accordance with the specifications set forth herein. 20 boxes/bundle, NSN #8115-00-435-4179. SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard #6, latest in effect)	2348	BD	\$ _____	\$ _____

BIDDING ON:**Manufacturer****Brand****Number**

2. BOX, Records Storage: Shall be Corrugated boxes measuring 15x12x10" (38.10x30.48x25.40 cm) shall provide in accordance with the specifications set forth herein. 15 boxes/bundle, NSN #8115-00-117-8249. SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard	585	BD \$	\$ _____
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#6, latest in effect)

BIDDING ON:

Manufacturer
Brand
Number

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
3. BOX , Shipping: Shall be corrugated shipping boxes measuring 12x12x12" (30.48x30.48x30.48"cm) shall provide in accordance with the specifications set forth herein. 25 boxes/bundle, NSN #8115-00-290-3370.	162	BD	\$_____	\$_____

SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard #6, latest in effect)

BIDDING ON:

Manufacturer
Brand
Number

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
4. BOX , Shipping: Shall be corrugated shipping boxes measuring 18x14x18" (45.72x35.56x45.72cm) shall provide in accordance with the specifications set forth herein. 25 boxes/bundle, NSN #8115-00-179-0580.	258	BD	\$_____	\$_____

SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard #6, latest in effect)

BIDDING ON:

Manufacturer
Brand
Number

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
5. BOX , Shipping: Shall be corrugated shipping boxes measuring 18x12x10" (45.72x30.48x25.40cm). Shall be in Accordance with NIH Description NIH-07-103b or latest in effect and shall provide in accordance with the specifications set forth herein. 25 boxes/bundle, NSN #8115-00-179-0579.	94	BD	\$ _____	\$ _____

SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard #6, latest in effect)

BIDDING ON:

**Manufacturer
Brand
Number**

6. BOX , Animal Shipping: Shall be corrugated boxes measuring 10x6x9" (25.40x15.24x22.86 cm) meeting the shall provide in accordance with the specifications set forth herein. 25 boxes/bundle, NSN #8115-01-045-2125.	536	BD	\$ _____	\$ _____
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SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard #6, latest in effect)

BIDDING ON:

**Manufacturer
Brand
Number**

7. BOX , Animal Shipping with filter: Shall be corrugated boxes measuring 10x6x9" (25.40x15.24x22.86cm)	1992	BD	\$ _____	\$ _____
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shall provide in accordance with the
specifications set forth herein.

15 boxes/bundle, NSN #8115-00-L04-0816

**SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard
#6, latest in effect)**

BIDDING ON:

**Manufacturer
Brand
Number**

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
8. BOX , Animal Shipping with filter: Shall be corrugated boxes measuring 6-5/16x6-5/16x6 3/4 (16.03x16.03x17.15cm) shall provide in accordance with the specifications set forth herein. 15 boxes/bundle, NSN #8115-00-L04-0817 SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard #6, latest in effect)	3984	BD	\$_____	\$_____

BIDDING ON:

**Manufacturer
Brand
Number**

Total Base Year \$_____ \$_____

Option Period One: _____ through _____
 (Specific dates to be completed at time of award)

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1. BOX , Shipping: Shall be corrugated shipping boxes measuring 24x14x12" (60.96x35.5x30.48cm) shall provide in accordance with the specifications set forth herein. 20 boxes/bundle, NSN #8115-00-435-4179. SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard #6, latest in effect)	2348	BD	\$ _____	\$ _____

BIDDING ON:

Manufacturer
Brand
Number

2. BOX , Records Storage: Shall be Corrugated boxes measuring 15x12x10" (38.10x30.48x25.40 cm) shall provide in accordance with the specifications set forth herein. 15 boxes/bundle, NSN #8115-00-117-8249. SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard #6, latest in effect)	585	BD	\$ _____	\$ _____
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BIDDING ON:

Manufacturer
Brand
Number

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
3. BOX , Shipping: Shall be corrugated shipping boxes measuring 12x12x12" (30.48x30.48x30.48"cm) shall provide in accordance with the specifications set forth herein. 25 boxes/bundle, NSN #8115-00-290-3370. SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard #6, latest in effect)	162	BD	\$ _____	\$ _____

BIDDING ON:

Manufacturer
Brand
Number

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
4. BOX , Shipping: Shall be corrugated shipping boxes measuring 18x14x18" (45.72x35.56x45.72cm) shall provide in accordance with the specifications set forth herein. 25 boxes/bundle, NSN #8115-00-179-0580. SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard #6, latest in effect)	258	BD	\$_____	\$_____

BIDDING ON:

Manufacturer
Brand
Number

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
5. BOX , Shipping: Shall be corrugated shipping boxes measuring 18x12x10" (45.72x30.48x25.40cm). Shall be in Accordance with NIH Description NIH-07-103b or latest in effect and shall provide in accordance with the specifications set forth herein.	94	BD	\$_____	\$_____

25 boxes/bundle, NSN #8115-00-179-0579.

SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard #6, latest in effect)

BIDDING ON:

Manufacturer
Brand
Number

6. **BOX**, Animal Shipping: Shall be 536 BD \$_____ \$_____
 corrugated boxes measuring 10x6x9"
 (25.40x15.24x22.86 cm) meeting the
 shall provide in accordance with the
 specifications set forth herein.
 25 boxes/bundle, NSN #8115-01-045-2125.

**SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard
 #6, latest in effect)**

BIDDING ON:

Manufacturer
Brand
Number

7. **BOX**, Animal Shipping with filter: 1992 BD \$_____ \$_____
 Shall be corrugated boxes measuring
 10x6x9" (25.40x15.24x22.86cm)
 shall provide in accordance with the
 specifications set forth herein.
 15 boxes/bundle, NSN #8115-00-L04-0816

**SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard
 #6, latest in effect)**

BIDDING ON:

Manufacturer
Brand
Number

<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
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Solicitation # NIHOD2009099

8. **BOX**, Animal Shipping with filter: 3984

BD \$ _____ \$ _____

Shall be corrugated boxes measuring
6-5/16x6-5/16x6 3/4 (16.03x16.03x17.15cm)

shall provide in accordance with the
specifications set forth herein.

15 boxes/bundle, NSN #8115-00-L04-0817

**SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard
#6, latest in effect)**

BIDDING ON:

Manufacturer

Brand

Number

Total Option Period One \$ _____ \$ _____

Option Period Two: _____ through _____
 (Specific dates to be completed at time of award)

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1. BOX , Shipping: Shall be corrugated shipping boxes measuring 24x14x12" (60.96x35.5x30.48cm) shall provide in accordance with the specifications set forth herein. 20 boxes/bundle, NSN #8115-00-435-4179. SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard #6, latest in effect)	2348	BD	\$ _____	\$ _____

BIDDING ON:**Manufacturer****Brand****Number**

2. BOX , Records Storage: Shall be Corrugated boxes measuring 15x12x10" (38.10x30.48x25.40 cm) shall provide in accordance with the specifications set forth herein. 15 boxes/bundle, NSN #8115-00-117-8249.	585	BD	\$ _____	\$ _____
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SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard #6, latest in effect)

BIDDING ON:**Manufacturer****Brand****Number**

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
3. BOX , Shipping: Shall be corrugated shipping boxes measuring 12x12x12" (30.48x30.48x30.48"cm) shall provide in accordance with the specifications set forth herein. 25 boxes/bundle, NSN #8115-00-290-3370.	162	BD	\$ _____	\$ _____

SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard #6, latest in effect)

BIDDING ON:**Manufacturer****Brand****Number**

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
4. BOX , Shipping: Shall be corrugated shipping boxes measuring 18x14x18" (45.72x35.56x45.72cm) shall provide in accordance with the specifications set forth herein. 25 boxes/bundle, NSN #8115-00-179-0580. SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard #6, latest in effect)	258	BD	\$ _____	\$ _____

BIDDING ON:**Manufacturer****Brand****Number**

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
5. BOX , Shipping: Shall be corrugated shipping boxes measuring 18x12x10" (45.72x30.48x25.40cm). Shall be in Accordance with NIH Description NIH-07-103b or latest in effect and shall provide in accordance with the specifications set forth herein. 25 boxes/bundle, NSN #8115-00-179-0579. SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard #6, latest in effect)	94	BD	\$ _____	\$ _____

BIDDING ON:

Manufacturer
Brand
Number

6. **BOX**, Animal Shipping: Shall be 536 BD \$_____ \$_____
 corrugated boxes measuring 10x6x9"
 (25.40x15.24x22.86 cm) meeting the
 shall provide in accordance with the
 specifications set forth herein.
 25 boxes/bundle, NSN #8115-01-045-2125.
SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard
#6, latest in effect)

BIDDING ON:

Manufacturer
Brand
Number

7. **BOX**, Animal Shipping with filter: 1992 BD \$_____ \$_____
 Shall be corrugated boxes measuring
 10x6x9" (25.40x15.24x22.86cm)
 shall provide in accordance with the
 specifications set forth herein.
 15 boxes/bundle, NSN #8115-00-L04-0816
SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard
#6, latest in effect)

BIDDING ON:

Manufacturer
Brand
Number

- | | <u>Estimated
Quantity</u> | <u>Unit</u> | <u>Unit
Price</u> | <u>Amount</u> |
|--|-------------------------------|-------------|-----------------------|---------------|
| 8. BOX , Animal Shipping with filter: | 3984 | BD | \$_____ | \$_____ |

Shall be corrugated boxes measuring
6-5/16x6-5/16x6 3/4 (16.03x16.03x17.15cm)
shall provide in accordance with the
specifications set forth herein.

15 boxes/bundle, NSN #8115-00-L04-0817

**SHALL INCLUDE NIH BAR-CODING (refer to NIH Standard
#6, latest in effect)**

BIDDING ON:

**Manufacturer
Brand
Number**

Total Option Period Two \$ _____ \$ _____

Total Base Year + Two Option Periods \$ _____ \$ _____

Addendum - Continuation of SF-1449 (Blocks 19-24)

Article C.1

SALIENT CHARACTERISTICS FOR ITEM NUMBER 1.

DESCRIPTION: Box, Shipping

NSN# 8115-00-435-4179

1. Shall be designed in accordance with attached drawing for Item #1.
2. Shall be constructed of corrugated, single wall, double-faced smooth mil finish fiberboard.
3. Shall be folded flat.
4. Set up size shall measure 24" L x14" W x 12" H (60.96cm x 35.56cm x 30.48cm) nominal.
5. Shall have adhesive body joint, and shall be self-locking (no taping).
6. Shall have tuck-in bottom and top.
7. Shall have a gross weight limit of 65 lbs. (29.48 kg).
8. Shall pass the 200 PSI bursting strength test. Box certification identifying the PSI shall be printed on bottom flap.
9. Shall have bottom outer flaps with full overlap and center scored to provide for tuck-in fold.
10. Bottom inner flaps shall be the same length as the outer flaps and center slotted to receive outer flaps and center slotted to receive outer flap tuck-in.
11. When set-up the bottom shall consist of three plies except inner flaps shall overlap approximately 4-1/2" (11.43cm).
12. The top outer and inner flaps shall be 9" (22.86cm) long.
13. The top outer flaps shall be scored 2" (5.08cm) from edge to provide for tuck-in fold.

14. Top inner flaps shall be center slotted to receive outer flap tuck-in.
15. Shall have hand holes in both ends and centered side-to-side 3" (7.62cm) from the top of box.
16. Shall be packaged 20 boxes per bundle, 7 bundles per skid (4-way wood pallet, measuring 40" x 48") NTE 55" (139.70cm) height including pallet. Bundles shall be banded to the skid.
17. Each box shall be individually bar coded in accordance with NIH Std 6, latest in effect. See attachment. The bar code when scanned shall read the 13 digit National Stock Number (NSN) #8115-00-435-4179.

Addendum - Continuation of SF-1449 (Blocks 19-24)

SALIENT CHARACTERISTICS FOR ITEM NUMBER 2.

DESCRIPTION: Box, Shipping

NSN # 8115-00-117-8249

1. Shall be designed in accordance with attached drawing for Item #2.
2. Shall be constructed of corrugated, single wall fiberboard with a smooth mil finish.
3. Shall be used for record storage.
4. Shall feature lapped joints secured by wire stitching.
5. Gross weight limit shall be 90 lbs. (40.82kg).
6. Shall be folded flat.
7. Shall be a lock-bottom box with two (2) die-cut hand holes, one at each end.
8. The exterior shall be bleached white in color.
9. Shall measure 15" L x 12" W x 10" D (38.10cm x 30.48cm x 25.40cm).
10. Shall pass 250 PSI bursting strength test. Box certification identifying the PSI shall be printed on bottom flap.
11. Each box shall be individually bar coded in accordance with NIH Std 6, latest in effect. See attachment. The bar code when scanned shall read the 13 digit National Stock Number (NSN) #8115-00-117-8249.
12. Shall be packaged 15 boxes per bundle, 16 bundles (standing on edge) per skid (4-way wood pallet, measuring 40" x 48"), not to exceed 55" (139.70cm) in height, including pallet.

Addendum - Continuation of SF-1449 (Blocks 19-24)

13. The following instructions shall be printed in black ink (letters measuring at least ¼") on opposite long sides of the assembled box and shall include the exact wording as specified below:

Instructions :

Do not obscure box numbers or accession number with tape.

Use black felt tip marker.

Make numbers 1 ½ inches high.

Pack boxes with records only.

Records must be in order by name, number, or date facing the labeled end of box.

14. One end (with hand hole) shall have the following information printed in black ink:

Accession Number

Agency Box Number

____ . ____

_____ of _____

15. The remaining end (with Hand Hole) shall have the following information printed in black ink:

DO NOT WRITE ON THIS END

16. All ink used to print the bar code and the instructions shall a permanent/non-washable type.

Addendum - Continuation of SF-1449 (Blocks 19-24)

SALIENT CHARACTERISTICS FOR ITEM NUMBER 3.

DESCRIPTION: Box, Shipping

NSN# 8115-00-290-3370

1. Shall be designed in accordance with attached drawing for Item #3.
2. Shall be constructed of corrugated, single wall fiberboard with a smooth mil finish.
3. Outer flaps shall meet at both top and bottom.
4. Joint shall be lapped and glued inside only.
5. Gross weight limit shall be 90 lbs. (40.82kg).
6. Shall be folded flat and regular slotted.
7. Shall measure 12" L x 12" W x 12" D (30.48cm x 30.48cm x 30.48cm).
8. Shall pass 200 PSI bursting strength test. Box certification identifying the PSI shall be printed on bottom flap.
9. Shall be packaged 25 boxes per bundle, 20 bundles per skid (4-way wood pallet measuring 40" x 48"), NTE 55" (139.70cm) in height, including pallet.
10. Each box shall be individually bar coded in accordance with NIH Std 6, latest in effect. See attachment. The bar code when scanned shall read the 13 digit National Stock Number (NSN) #8115-00-290-3370.

Addendum - Continuation of SF-1449 (Blocks 19-24)

SALIENT CHARACTERISTICS FOR ITEM NUMBER 4.

DESCRIPTION: Box, Shipping

NSN# 8115-00-179-0580

1. Shall be designed in accordance with attached drawing for Item #4.
2. Shall be flat fold, corrugated fiberboard.
3. Shall be regular slotted.
4. Set-up size shall measure 18" L x 14" W x 18" D, (45.72cm L x 35.56cm W x 45.72cm D).
5. Shall be 275 PSI bursting strength test. Box certification identifying the PSI shall be printed on bottom flap.
6. Shall be packaged 25 boxes per bundle, flat folded and banded 10 bundles per skid (4-way wood pallet, measuring 40" x 48"). Five (5) of the bundles shall be banded together to form 2 larger bundles per pallet. The larger bundles shall be stacked on the pallet standing on edge with the height not to exceed 55" (139.70cm), pallet included.
7. Each box shall be individually bar coded in accordance with NIH Std 6, latest in effect. See attachment. The bar code when scanned shall read the 13 digit National Stock Number (NSN) #8115-00-179-0580.

Addendum - Continuation of SF-1449 (Blocks 19-24)

SALIENT CHARACTERISTICS FOR ITEM NUMBER 5.

DESCRIPTION: Box, Shipping

NSN# 8115-00-179-0579

1. Shall be designed in accordance with attached drawing for Item #5.
2. Shall be constructed of corrugated single wall fiberboard with a smooth mil finish.
3. Shall be flat folded.
4. Shall be 125 PSI bursting strength test. Box certification identifying the PSI shall be printed on bottom flap.
5. Set-up size shall measure 18" L x 12" W x 10" H (45.72cm L x 30.48cm W x 25.40cm H).
6. Shall be in accordance with NIH Specification 07-103B, or latest in effect. See attachment.
7. Shall be packaged 25 boxes per bundle, per skid (4-way wood pallet, measuring 40" x 48"), not to exceed 55" (139.70cm) in height, pallet included.
8. Each box shall be individually bar coded in accordance with NIH Std 6, latest in effect. See attachment. The bar code when scanned shall read the 13 digit National Stock Number (NSN) #8115-00-179-0579.

Addendum - Continuation of SF-1449 (Blocks 19-24)

SALIENT CHARACTERISTICS FOR ITEM NUMBER 6.

DESCRIPTION: Box, Animal Shipping

NSN# 8115-01-045-2125

1. Shall be designed for the shipment of live animals in accordance with attached drawing for Item #6.
2. Shall be constructed of single wall corrugated fiberboard (double faced).
3. Shall have a smooth mil finish.
4. Shall be 200 PSI bursting strength test. Box certification identifying the PSI shall be printed on bottom flap.
5. Shall have a gross weight limit of 65 lbs. (29.48 kg.).
6. Shall be C flute, joint lapped and only inside shall be stapled.
7. Shall be folded flat.
8. Set-up size shall measure 10" L x 6" W x 9" H (25.40 cm. L x 15.24 cm. W x 22.86 cm. H).
9. Shall be without filter.
10. Shall be packaged 25 boxes per bundle, 24 bundles per skid (4-way wood pallet, measuring 40" x 48"), not to exceed 55" (139.70cm) in height, including pallet.

Each box shall be individually bar coded in accordance with NIH Std 6, latest in effect. See attachment. The bar code when scanned shall read the 13 digit National Stock Number (NSN) #8115-01-045-2125.

12. Shall include slotting in accordance with NIH drawing number 4-0815, Detail A. See attachment.
13. The location of printed information and rodent picture shall be in accordance with attached drawing for Item #6, detail A, so as not to be hidden by flaps when box is in the folded up condition. See attachment.

Addendum - Continuation of SF-1449 (Blocks 19-24)

SALIENT CHARACTERISTICS FOR ITEM NUMBER 7.

DESCRIPTION: Box, Animal Shipping w/filter

NSN# 8115-00-L04-0816

1. Shall be designed for the shipment of live animals in accordance with attached drawing for Item #7.
2. Shall be constructed of single wall corrugated fiberboard (double faced).
3. Shall have a smooth mil finish.
4. Shall be 200 PSI bursting strength test. Box certification identifying the PSI shall be printed on bottom flap.
5. Shall have a gross weight limit of 65 lbs. (29.48 kg.).
6. Shall be C flute, joint lapped and only inside shall be stapled.
7. Shall be folded flat.
8. Set-up size shall measure 10" L x 6" W x 9" H (25.40 cm. L x 15.24 cm. W x 22.86 cm. H).
9. Shall include 4 screen filters attached.
 - a. filter frame must be ABS-Styrene with .030 thickness and a nominal size of 7" X 4" (17.78cm X 10.16cm) with filter laminated onto frame.
 - b. filter paper must be BMR with 6oz. bulk and electro statically enhanced.
 - c. must be 5 mil with MD7 and CD.8, PSI 6 and CFM 750 with efficiency of 99.9% on Ashrae test 52.2.
 - d. wire must be alloy mesh .025 with .011 to .001 in diameter with PSI 45,000 and openness 80 to 85%.
 - e. filters shall be laminated by hand to die cut carton with non-toxic glue.

10. Shall be packaged 15 boxes per bundle, 16 bundles per skid (4-way wood pallet, measuring 40" x 48"), not to exceed 55" (139.70cm) in height, including pallet.

Each box shall be individually bar coded in accordance with NIH Std 6, latest in effect. See attachment. The bar code when scanned shall read the 13 digit National Stock Number (NSN) #8115-00-L04-0816.

The location of printed information and rodent picture shall be in accordance with attached drawing for Item #7, detail A, so as not to be hidden by flaps when box is in the folded up condition. See attachment.

Addendum - Continuation of SF-1449 (Blocks 19-24)

SALIENT CHARACTERISTICS FOR ITEM NUMBER 8.

DESCRIPTION: Box, Animal Shipping w/filter

NSN# 8115-00-L04-0817

1. Shall be designed for the shipment of live animals in accordance with attached drawing for Item #8.
2. Shall be constructed of single wall corrugated fiberboard (double faced).
3. Shall have a smooth mil finish.
4. Shall be 200 PSI bursting strength test. Box certification identifying the PSI shall be printed on bottom flap.
5. Shall have a gross weight limit of 65 lbs. (29.48 kg.).
6. Shall be C flute, joint lapped and only inside shall be stapled.
7. Shall be folded flat.
8. Set-up size shall measure 6-5/16" L x 6-5/16" W x 6-3/4" H (16.03cm. L x 16.03cm. W x 17.15 cm. H).
9. Shall include 4 screen filters attached.
 - a. filter frame must be ABS-Styrene with .030 thickness and size 3" X 4" (7.62cm X 10.16cm) with filter laminated onto frame.
 - b. filter paper must be BMR with 6oz. bulk and electro statically enhanced.
 - c. must be 5 mil with MD7 and CD.8, PSI 6 and CFM 750 with efficiency of 99.9% on Ashrae test 52.2.
 - d. wire must be alloy mesh .025 with .011 to .001 in diameter with PSI 45,000 and openness 80 to 85%.
 - e. filters shall be laminated by hand to die cut carton with non-toxic glue.

10. Shall be packaged 15 boxes per bundle, 16 bundles per skid (4-way wood pallet, measuring 40" x 48"), not to exceed 55" (139.70cm) in height, including pallet.

Each box shall be individually bar coded in accordance with NIH Std 6, latest in effect. See attachment. The bar code when scanned shall read the 13 digit National Stock Number (NSN) #8115-00-L04-0817.

The location of printed information and rodent picture shall be in accordance with attached drawing for Item #8, detail A, so as not to be hidden by flaps when box is in the folded up condition. See attachment.

Article C.2 – Additional Salient Characteristics for Items 1 – 8:

SALIENT CHARACTERISTICS FOR ITEMS NUMBER 1 THROUGH 8.

1. Shall be marked in accordance with the attached NIH Standard Number 6, latest in effect, Symbolology for Marking Unit Packs, Outer Container, and Bar coding shall be 3-of-9 code as per Standard, AIM-BC1, latest issue in effect and Federal Standard, Fed. Std. No. 123, latest issue in effect.
2. All individual bundles of boxes must be bar coded with a National Stock Number (NSN). This number identifies the commodity being procured for the NIH, Central Stockroom. The 13-digit NSN for the specific item shall be marked below the barcode symbol. Vendors shall include their companies name above or below the bar code for each label. The bar code when scanned should read the 13 digit National Stock Number only. Nomenclature, hyphens, dashes, asterisks, etc. should not be included in the bar code. A brief item description can be included on the label above or below the bar code.
3. Packaging, Palletization and Marking Instructions: NIH Description: Box, Fiber, Shipping, Knocked-Down 18 inches Long x 12 inches Wide x 10 inches High, 25 Per Bundle:

(a) Packaging - Shall be packaged

1. Style - Shall be RSC – Regular slotted box.
2. Type – Shall be Type CF – Corrugated fiberboard
 - a. Class – Shall be domestic
 - b. Variety - Shall be SW
 - c. Grade – Shall be 125
3. Shall be double-faced corrugated board and shall have one corrugated sheet between two flat facing sheets. The corrugation shall be glued to the facing sheets. The corrugated media shall have a thickness of not less than 0.009 inch, and a combined weight of 52 lbs. per 1000 square feet of double-faced corrugated fiberboard with a minimum bursting strength of 125 p.s.i. Weight of box and contents shall be 20 lbs. maximum. Corrugated sheets shall be C flute, having 42 flutes per foot, plus or minus 3 flutes.
4. Metal fastenings shall be steel staples or steel stitching wire.
5. Dimensions. – Inside dimensions shall be 18 inches long, 12 inches wide and 10 inches high with a tolerance of plus or minus 1/8 inch in the dimensions of box.

6. Body joint (manufacturer's joint) shall be lapped joint only.
 7. Lapped joint. - At the joint, one edge shall overlap inside the adjacent edge not less than 1-1/2 inches and shall be secured by steel staples or steel stitching wire.
 8. Style RSC - regular slotted- Style shall be as specified under this paragraph.
 9. Level C.- The boxes shall be shipped folded flat and shall be delivered bundled, 25 boxes per bundle.
- (b) Palletization - All deliveries shall be palletized on clean, new, 40" wide x 48" long four way wood pallets. The total height of the pallet and supplies shall not exceed 55 inches (139.7cm). In addition, each pallet shall be stretch wrapped to assure safe and proper handling. There will be no exchange of pallets. (Note: Current industry standard for cases of paper per pallet/skid is 40 cases per pallet, which fall within these palletization standard
- (c) Marking - In addition to meeting the requirements set forth in NIH Standard No. 6, latest in effect, standard commercial marking shall be used. Exterior shipping containers and material not shipped in containers shall be marked, labeled, or tagged as applicable, and shall include (a) contractor's name and address; (b) contract and/or delivery order number, and (c) total number of cartons in shipment (i.e., 1 of 5, 4 of 5, etc.). In addition, each bundle of boxes shall be marked or labeled in accordance with commercial practice, such marking and labeling must include dimension, type, and direction. See Attachment # 3

ARTICLE D.1 DELIVERY

All deliveries shall be coordinated in advance, at least one business day prior to shipping, with the NIH, GDC, and Customer Service Department at (301) 496-9156. Unless otherwise specified, deliveries shall be made to the delivery point specified below Monday through Friday, excluding Federal Holidays, between 8:30 a.m. and 3:30 p.m. only. If there is heavy snow the day of the scheduled delivery, please contact the NIH, GDC, and Customer Service department at (301) 496-9156 to ensure that the NIH is open, if closed, delivery will be made on the following workday. The day for delivery will be in accordance with the delivery schedule faxed with each order. Trucks arriving after the specified time will not be allowed to remain overnight at the delivery point and **MUST** return the following day for unloading. Supplies scheduled for delivery on a Federal Holiday shall be made the following workday.

Satisfactory performance of this contract shall be deemed to occur upon delivery and acceptance by the Contracting Officer or the duly authorized representative of the item(s) described herein. Deliveries shall be made f.o.b. destination, within consignee's premises to the following locations:

Deliver to

National Institutes of Health
Gaithersburg Distribution Center
16050 Industrial Drive, Main Warehouse
Gaithersburg, MD 20877
(301) 496-9156

The government requires delivery to be made within 7 calendar days from the date the contractor receives an order.

ARTICLE D.2 PACKAGING AND MARKING

- (a) *Preservation, Packaging, and Packing* – Unless otherwise specified in the solicitation, Military Standard 2073-1D Notice 1, dated 10 May 2002 or latest in effect, Standard Practice for Military Packaging, shall be used to afford adequate protection against corrosion, deterioration, and physical damage during shipment from supply source to the destination specified in the solicitation.
- (b) *Delivery Tickets* – Delivery tickets **must** cite the identifying contract number, delivery order number, and the name of the individual placing the order. When delivery is made by the Contractor's own courier, a delivery ticket must be left with the ordering official or other designated receiving official showing Date, Purchase Order Number, Quantity/Pallets, and Description.

When delivery is made by other than the Contractor's own courier, for example, via air mail, parcel post, railway express, etc., a delivery ticket must be enclosed with each consignment.

ARTICLE D.3 SAMPLE REQUIREMENT

Vendors will be required to submit a sample. The samples shall be labeled and packaged as stated below. Bidders failing to submit properly labeled and packaged samples will be considered non-responsive and will be rejected. See paragraphs below for a full description of the evaluation/qualification process.

A single box or item shall be furnished at no expense to the Government as part of the submission. The sample will remain the property of the Government and will not be returned. All samples shall be received on or before the time designated for the initial response as indicated by the date in Block 8 of the SF-1449.

Samples shall be tagged showing the Solicitation Number, Contractor's name and the word "Sample". The samples shall be mailed or delivered to: National Institutes of Health, Office of Acquisition (OLAO), ATTN: Terita Stevenson, 6011 Executive Blvd., Room 539C, Rockville, Maryland 20852 and must be received by the date and time for initial bid submissions. Samples will be evaluated to determine compliance with quality, workmanship and other product requirements as specified in this solicitation. NOTE: IF YOU HAVE SAMPLES SENT DIRECTLY TO THE NIH BY THE MANUFACTURER, THEY MUST STILL COMPLY WITH ALL OF THE ABOVE LABELING INSTRUCTIONS FOR BID SAMPLES.

Only those vendors whose proposed products are determined to meet the salient characteristics delineated in this solicitation through the sample evaluation process and who also provide the following information (BY THE DATE AND TIME DESIGNATED FOR RECEIPT OF INITIAL BID RESPONSES IN BLOCK 8 OF SF 1449) with their initial bid submission will be invited to proceed to participate in the reverse auction:

- a. A signed SF 1449
- b. A completed copy of the Representations and Certifications
- c. Samples as described above in the paragraph entitled Sample Requirements, which are determined by the Government to meet ALL of the salient characteristics, outlined above.

ARTICLE D.4 Reverse Auction Procedures

- a. General. A reverse auction is one in which suppliers submit their bids online via a service provider and continue to lower their prices until the auction closes. All qualified bidders will be required to submit pricing via the online bidding mechanism.
- b. Service Provider. Auction Enabler is the online auction service that will conduct the process through a secure web site. An enabler will safeguard proprietary data submitted by participants during the course of conducting or hosting the auction. The online auction enabler will contact all qualified bidders and provide training in how to participate. All bidders must agree to abide by the terms of the auction service.
- c. Process. An online auction enabler service conducts the process through a secure web site. The enabler ensures routing of documents using a very high level of security for authentication, authorization and privacy by providing: Authentication and encryption information using 128-bit Secured Sockets layer (SSL); Mandated user authentication prior to access inside a participant's firewall; and, Server-to-server digital certificates for additional security. Qualified bidders will submit their prices via the online auction process. An industry standard browser and connection to the Internet is all that is required. There is no communication or negotiation with bidders by

the Government. Bidders will be able to follow the process to see the status of their bid by viewing bids as they appear on the web site in real time. Bidders will not be able to identify other bidders participating in the process, only the bid prices.

- d. **Bid Opening.** Qualified bidders will be notified when the bidding period is open as well as the amount of time available for the process. The bid opening time period for the online reverse auction shall be set by NIH and the Auction Enabler. Bidding continues until a pre-established bidding period ends. The bid opening time period shall be extended for additional two-minute periods if a lower bid is submitted within the last one minute of the bidding period.

- e. **Rules Applicable Specifically to NIH.**

NIH will establish the list of qualified bidders to participate in the online reverse auction based on evaluation of bid samples. All qualified bidders will be contacted by the auction enabler, to schedule a training session on how to participate in the online auction. Training may include a “mock” auction.

Following the necessary training of all qualified bidders, the specific date and time of the bidding period will be announced.

NIH will not engage in additional price negotiations outside the online bidding mechanism.

NIH may suspend or cancel online competitive bidding at any time and without prior notification.

- f. **Rules Applicable Specifically to Qualified Bidders**

Bids, which qualified bidders submit through the online bidding system, are legally binding bids without qualification subject to the provisions of FAR Clause 52.212-1.

Bids are accepted only for the entire anticipated period of performance (e.g., base contract period and two option periods).

Qualified bidders agree to submit bids only through the online bidding mechanism supplied by the auction enabler and not to submit bids via any other mechanism including but not limited to courier, facsimile, e-mail, or orally, unless specifically requested by the Government or online provider.

Any qualified bidder experiencing difficulties during the auction period must notify the online provider and the Contracting Officer at the telephone number provided in the auction information immediately.

“Difficulties” include any event or problem, which interferes with the qualified bidder’s ability to participate in the reverse auction, and may include, but is not limited to, data entry errors, software problems, or hardware problems.

Qualified bidders shall not disclose their prices to others for the purpose of collusive bidding or any other anti-competitive purpose.

- g. **Surrogate Support.** In the event that a contractor does not have Internet connectivity or loses Internet connectivity, the auction enabler will provide surrogate support to take the contractor's bid through a verification process.

Prior to an auction the event dispatcher notifies/verifies all bidder participation and determines connectivity. During the bidding process, the session is monitored by the auction enabler. All Sessions are documented and a report is generated for a successful "Session" report. Each report identifies the session details, date, commodity manager, problem, and participants.

The Surrogate Support follows procedures and processes to ensure that bidders receive a unique Logon ID. All information is validated to ensure that the person who is on the telephone has the authority to bid.

The Surrogate:

- a. Contacts all bidders
- b. Confirms that all bidders are notified of an event
- c. Verifies Internet connectivity capability
- d. Confirms bidder training
- e. Assigns Session/Event Date/Time and Logon

In the event that all parties lose connectivity, such as a computer server failure, the auction enabler will provide Surrogate support to complete an auction that has begun. The Surrogate support may take the form of a back-up computer server or other electronic means such as telephone or fax.

ARTICLE D.5 FAR 52.247-35 -- F.o.b. -- Destination, Within Consignees Premises.

As prescribed in 47.303-7(c), insert the following clause in solicitations and contracts when the delivery term is f.o.b. destination, within consignee's premises:

F.o.b. Destination, Within Consignee's Premises (Apr 1984)

(a) The term "f.o.b. destination, within consignee's premises," as used in this clause, means free of expense to the Government delivered and laid down within the doors of the consignee's premises, including delivery to specific rooms within a building if so specified.

(b) The Contractor shall --

(1)

(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of Clause)

E.1 CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)

The following clauses are hereby incorporated and made a part of this contract. All clauses incorporated by reference have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this address:
<http://www.acquisition.gov/comp/far/index.html>

Sealed Bid Supply Contract			
Reg	Clause	Date	Clause Title
FAR	52.202-1	Jul-04	Definitions (Over \$100,000)
FAR	52.203-3	Apr-84	Gratuities (Over \$100,000)
FAR	52.203-5	Apr-84	Covenant Against Contingent Fees (Over \$100,000)
FAR	52.203-6	Sep-06	Restrictions on Subcontractor Sales to the Government (Over \$100,000)
FAR	52.203-7	Jul-95	Anti-Kickback Procedures (Over \$100,000)
FAR	52.203-8	Jan-97	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)
FAR	52.203-10	Jan-97	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)
FAR	52.203-12	Sep-07	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
FAR	52.204-4	Aug-00	Printed or Copied Double-Sided on Recycled Paper (Over \$100,000)
FAR	52.204-7	Apr-08	Central Contractor Registration
FAR	52.247-35	Apr -84	F.o.b. Destination, Within Consignee's Premises
FAR	52.209-6	Sep-06	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$30,000)
FAR	52.211-5	Aug-00	Material Requirements
FAR	52.214-26	Oct-95	Audit and Records - Sealed Bidding (Over \$650,000)
FAR	52.214-27	Oct-95	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding
FAR	52.214-29	Jan-86	Order of Precedence - Sealed Bidding
FAR	52.215-21	Oct-97	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
FAR	52.219-8	May-04	Utilization of Small Business Concerns (Over \$100,000)
FAR	52.212-1	Jun-08	Instructions to Offerors-Commercial Items
FAR	52.212-4	Oct-08	Contract Terms and Conditions-Commercial Items
FAR	52.222-19	Feb-08	Child Labor--Cooperation with Authorities and Remedies
FAR	52.222-20	Dec-96	Walsh-Healey Public Contracts Act
FAR	52.222-21	Feb-99	Prohibition of Segregated Facilities
FAR	52.222-26	Mar-07	Equal Opportunity
FAR	52.222-35	Sep-06	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Over \$100,000)

FAR	52.222-36	Jun-98	Affirmative Action for Workers with Disabilities
FAR	52.222-37	Sep-06	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Over \$100,000)
FAR	52.222-50	Aug-07	Combating Trafficking in Persons
FAR	52.223-6	May-01	Drug-Free Workplace
FAR	52.223-14	Aug-03	Toxic Chemical Release Reporting (Over \$100,000)
FAR	52.225-1	Jun-03	Buy American Act - Supplies
FAR	52.225-13	Jun-08	Restrictions on Certain Foreign Purchases
FAR	52.227-1	Dec-07	Authorization and Consent
FAR	52.227-2	Dec-07	Notice and Assistance Regarding Patent and Copyright Infringement
FAR	52.229-3	Apr-03	Federal, State and Local Taxes (Over \$100,000)
FAR	52.232-1	Apr-84	Payments
FAR	52.232-8	Feb-02	Discounts for Prompt Payment
FAR	52.232-9	Apr-84	Limitation on Withholding of Payments
FAR	52.232-11	Apr-84	Extras
FAR	52.232-17	Oct-08	Interest (Over \$100,000)
FAR	52.232-23	Jan-86	Assignment of Claims
FAR	52.232-25	Oct-08	Prompt Payment
FAR	52.232-33	Oct-03	Payment by Electronic Funds Transfer--Central Contractor Registration
FAR	52.233-1	Jul-02	Disputes
FAR	52.233-3	Aug-96	Protest After Award
FAR	52.233-4	Oct-04	Applicable Law for Breach of Contract Claim
FAR	52.242-13	Jul-95	Bankruptcy (Over \$100,000)
FAR	52.243-1	Aug-87	Changes - Fixed-Price
FAR	52.244-6	Dec-08	Subcontracts for Commercial Items
FAR	52.249-2	May-04	Termination for the Convenience of the Government (Fixed-Price)
FAR	52.249-8	Apr-84	Default (Fixed-Price Supply and Service)(Over \$100,000)
FAR	52.253-1	Jan-91	Computer Generated Forms
HHSAR	352.202-1	Jan-06	Definitions
HHSAR	352.232-9	Jan-06	Withholding of Contract Payments
HHSAR	352.270-6	Jan-06	Publications and Publicity
HHSAR	352.270-10	Jan-06	Anti-Lobbying (Over \$100,000)

**ARTICLE E.2 FAR 52.219-6 -- Notice of Total Small Business Set-Aside Alternate I
(Oct 1995)**

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

ARTICLE E.3 FAR 52.214-3 -- Amendments to Invitations for Bids (Dec 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation

(1) by signing and returning the amendment,

(2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid,

(3) by letter or telegram, or

(4) by facsimile, if facsimile bids are authorized in the solicitation.

The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

ARTICLE E.4 FAR 52.214.4 -- False Statements in Bids (Apr 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

ARTICLE E.5 FAR 52.214-5 -- Submission of Bids (Mar 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) --

- (1) Addressed to the office specified in the solicitation; and
 - (2) Showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.
- (b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.
- (c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.
- (d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.
- (e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

ARTICLE E.6 FAR 52.214-6 -- Explanation to Prospective Bidders (Apr 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

ARTICLE E.7 FAR 52.214-7 -- Late Submissions, Modifications, and Withdrawals of Bids (Nov 1999)

- (a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.
- (b) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and—
- (i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

ARTICLE E.8 FAR 52.214-14 -- Place of Performance -- Sealed Bidding (Apr 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, * intends, * does not intend *[check applicable box]* to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and address of Owner and Operator of the Plant or Facility if Other than Bidder

ARTICLE E.9 FAR 52.214-15 -- Period for Acceptance of Bids (Apr 1984)

In compliance with the solicitation, the bidder agrees, if this bid is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date specified in the solicitation for receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

ARTICLE E.10 FAR 52.214-20 -- Bid Samples (Apr 2002)

(a) "Bid sample" means a product sample required to be submitted by a bidder to show those characteristics of the offered products that cannot adequately be described by specifications, purchase descriptions, or the invitation for bid (*e.g.*, balance, facility of use, or pattern).

(b) Bidders must furnish bid samples as part of the bid. The Government must receive the bid samples by the time specified in the invitation for bids. If the bidder fails to submit samples on time, the Government will reject the bid, except that the Contracting Officer will consider a late sample sent by mail under the Late Submissions, Modifications, and Withdrawals of Bids provision of this solicitation.

(c) The Government will test or evaluate bid samples to determine compliance with all the characteristics listed for examination in this solicitation. The Government will reject the bid when the sample fails to conform to the required characteristics. Products delivered under any resulting contract must conform to --

- (1) The approved sample for the characteristics listed for test or evaluation; and
- (2) The specifications for all other characteristics.

(d) Unless otherwise specified in the solicitation, bid samples shall be --

- (1) Submitted at no expense to the Government; and
- (2) Returned at the bidder's request and expense, unless they are destroyed during preaward testing.

ARTICLE E.11 FAR 52.214-21 -- Descriptive Literature (Apr 2002)

(a) "Descriptive literature," as used in this provision, means information furnished by a bidder, such as cuts, illustrations, drawings, and brochures, that shows a product's characteristics or construction or explains its operation. The term includes only that information required to evaluate the acceptability of the product and excludes other information for operating or maintaining the product.

(b) Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as --

- (1) Design;
- (2) Materials;
- (3) Components;
- (4) Performance characteristics; and
- (5) Methods of manufacture, assembly, construction, or operation.

(c) Descriptive literature, required elsewhere in this solicitation, shall be --

- (1) Identified to show the item(s) of the offer to which it applies; and
- (2) Received by the time specified in this solicitation.

(d) If the bidder fails to submit descriptive literature on time, the Government will reject the bid, except that late descriptive literature sent by mail may be considered under the Late Submissions, Modifications, and Withdrawals of Bids provision of this solicitation.

(e) If the descriptive literature fails to show that the product offered conforms to the requirements of the solicitation, the Government will reject the bid.

ARTICLE E.12 INVOICE SUBMISSION

a. Invoice Instructions for NIH Fixed-Price Type Contracts, NIH(RC)-2, are attached and made part of this contract. The Contractor shall follow the attached instructions and submission procedures specified below to meet the requirements of a "proper invoice" pursuant to FAR Subpart 32.9, Prompt Payment and shall invoice on a monthly basis.

(1) Payment requests shall be submitted as follows:

(a) One original to the following designated billing office:

National Institutes of Health
Office of Financial Management
Commercial Accounts
2115 East Jefferson Street, Room 4B-432, MSC 8500
Bethesda, MD 20892-8500

(b) One copy to the following approving official and project officer:

Terita Stevenson
Contract Specialist
National Institutes of Health
Office of the Director
Office of Acquisitions (OLAO) Branch 2
6011 Executive Boulevard, Room 539-C MSC 7663
Bethesda, MD 20892-7663
E-mail: stevenst@od.nih.gov

Project Officer
TBD at time of contract award

The Contractor shall submit an electronic copy of the payment request to the approving official/project officer in lieu of a paper copy. The payment request shall be transmitted as an attachment via e-mail to the address listed above in a format compatible with the computer systems at NIH [e.g., MS Word, MS Excel, or Adobe Portable Document Format (PDF)]. **(Note: The original payment request must still be submitted in hard copy and mailed to the designated billing office to meet the requirements of a "proper invoice.")**

(2) In addition to the requirements specified in FAR Subpart 32.9 for a proper invoice, the Contractor shall include the following information on all payment requests:

- (a) Name of the Office of Acquisitions. The Office of Acquisitions for this contract is OLAO Branch 2.
- (b) Central Point of Distribution. For the purpose of this contract, the Central Point of Distribution is oaolaob2@mail.nih.gov.
- (c) Vendor Identification Number. This is the 7 digit number that appears after the Contractor's name in Block 7 of Standard Form 26. **(Note: This only applies to new contracts awarded on/after June 4, 2007, and any existing contract modified to include the number.)**
- (d) DUNS number or DUNS+4 that identifies the Contractor's name and address exactly as stated on the face page of the contract.
- (e) Identification of whether payment is to be made using a two-way or three-way match. This contract requires a **three-way** match.
- (f) Inquires regarding payment shall be directed to the designated billing office, (301) 496-6088.

ARTICLE E.13 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 15 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

ARTICLE E.14 FAR Clause 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCTOBER 2008)

- (a) *Inspection /Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) *Assignment.* The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal

lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

- (c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized), to the address designated in the contract to receive invoices. An invoice must include--
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic Funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payment.* (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315.
- (3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
 - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected contract line item or subline item, if applicable; and
 - (D) Contractor point of contact.
 - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) *Interest.*
 - (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate

applicable for each six-month period as fixed by the Secretary until the amount is paid.

- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 related to whistle blower protections; and 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity..
- (s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.
- (t) Central Contractor Registration (CCR).

- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2)
 - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

Alternate I (OCTOBER 2008). When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i) and (l) for those in the basic clause.

- (a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections

and tests in a manner that will not unduly delay the work.

- (2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*
- (5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--
 - (A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (B) Terminate this contract for cause.
- (ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—
 - (i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

- (8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
 - (9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.
- (e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause--
- (i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.
 - (ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--
 - (A) Performed by the contractor;
 - (B) Performed by the subcontractors; or
 - (C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.
 - (iii) *Materials* means--
 - (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;
 - (B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
 - (C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);
 - (D) The following subcontracts for services which are specifically excluded from the hourly rate: *[Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.];* and
 - (E) Indirect costs specifically provided for in this clause.
 - (iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- (i) *Payments.* (1) *Services accepted.* Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:
- (i) *Hourly rate.*

- (A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.
 - (D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (ii) *Materials.*
- (A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the--
 - (1) Quantities being acquired; and
 - (2) Any modifications necessary because of contract requirements.
 - (B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor--
 - (1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
 - (2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.
 - (C) To the extent able, the Contractor shall--
 - (1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

- (2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

- (1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]

- (2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'").]

- (2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

- (4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
- (i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;
 - (ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment--
 - (A) The original timecards (paper-based or electronic);
 - (B) The Contractor's timekeeping procedures;
 - (C) Contractor records that show the distribution of labor between jobs or contracts; and
 - (D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (iii) For material and subcontract costs that are reimbursed on the basis of actual cost--
 - (A) Any invoices or subcontract agreements substantiating material costs; and
 - (B) Any documents supporting payment of those invoices.
- (5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected contract line item or subline item, if applicable; and
 - (D) Contractor point of contact.
 - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

- (iii) *Final Decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—
 - (i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

- (8) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (9) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (10) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

ARTICLE E.15 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Dec 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

 X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

___ (4) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (5) [Reserved]

X (6) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

X (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (7) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (8) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (9) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008)(15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

X (10) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

___ (11) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).

___ (12) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (13) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (15) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___ (16) 52.219-28, Post Award Small Business Program Representation (June 2007) (15 U.S.C. 632(a)(2)).

X (17) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

___ (18) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

X (19) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X_ (20) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

X_ (21) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

X_ (22) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

X_ (23) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

X (24) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

X (25) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

___ (ii) Alternate I (Aug 2007) of 52.222-50.

___ (26) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (27) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (28) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

___ (29) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

___ (30) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (31) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

_X (32) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (33) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (34) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (35) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (36) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X (37) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (38) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (39) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

_X(40) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (41) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, *et seq.*).
 - ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
 - ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
 - ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
 - ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
 - ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
 - ___ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008)(31 U.S.C. 5112(p)(1)).
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(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1)(i) through (xi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(vi) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(viii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(ix) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(x) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

ARTICLE E.15 FAR 52.216-18 Ordering (Oct 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of award through TBD at time of Award .
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (a) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

ARTICLE E.16 FAR 52.216-19 Order Limitations (Oct 1995)

- (a) **Minimum Order.** When the Government requires supplies or services covered by this contract in an amount of less than \$50.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) **Maximum Order.** The Contractor is not obligated to honor—
 - (1) Any order for a single item in excess of the estimated total stated in the pricing Schedule;
 - (2) Any order for a combination of items in excess of the estimated total stated in the pricing Schedule; or
 - (3) A series of orders from the same ordering office within 14 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

ARTICLE E.17 FAR 52.216-22 Indefinite Quantity. (Oct 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum."

The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after _____ [insert date].

ARTICLE E.18 Method of Ordering

The Consignees or Ordering Officials shall sign all orders (including written confirmation of oral or telephonic orders) involving requests for supplies under this contract. Each delivery shall be accompanied by a packing slip or other evidence of delivery or performance.

The following are authorized Ordering Officials:

Name
TBD at time of contract award

ARTICLE E.19 Type of Contract and Number of Award(s)

It is anticipated that the award from this solicitation will be a multiple year indefinite delivery indefinite quantity (IDIQ) contract with a one (1) year period of performance with two (2) one year option periods. The Government reserves the right to make a single award, multiple awards, or no award as a result of this solicitation.

F. List of Attachments

The following documents are incorporated into this RFP:

SOLICITATION ATTACHMENTS	PAGES
1. NIH STD No. 6D dated Jan. 9, 2005	1
2. AIM-BC1, "Uniform Symbolology Specification Code 39"	1
3. FED-STD-123G dated June 6, 1997	5
4. MIL-STD-1189B Notice of Cancellation	1
5. MIL-STD-1189B dated 10 August 1989	23
6. Box Drawings	11
7. Title 49, Volume 2 Code of Federal Reg	3
8. Past Performance Information NIH Contractor Performance Customer Survey Questionnaire	4

ARTICLE G.1 FAR Clause 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JUNE 2008)

Note: IF YOU INTEND TO SUBMIT A PROPOSAL, YOU MUST :

1. Go to the Online Representations and Certifications Application (ORCA) at: <https://orca.bpn.gov/> and complete the Representations and Certifications; and
2. **Complete, and include as part of your BUSINESS PROPOSAL, SECTION K** which can be accessed electronically from the INTERNET at the following address:
<http://rcb.cancer.gov/rcb-internet/wkf/sectionk.pdf>

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provisions.

(a) Definitions. As used in this provision--

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

Forced or indentured child labor means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- (b) (1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by

submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

- (1) *Small Business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it ☐ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) *(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).)* The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) *(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICS) or designated industry groups (DIGs).)* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) *(Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)*

(i) *General.* The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does

not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office and control, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]*

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.* The offeror represents that--

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)*

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:
Line Item No.:
Country of Origin:
(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)*

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement Country," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:
Line Item No.: _____

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled, "Buy American Act--

Free Trade Agreements--Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.: _____

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation, entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act:”

Canadian End Products

Line Item No.:

(List as necessary)

(3) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled, “Buy American Act--Free Trade Agreements--Israeli Trade Act:”

Canadian or Israeli End Products

Line Item No.:

Country of Origin:

(List as necessary)

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled, “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.: _____

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) ☐ Are ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (i) Taxes are considered delinquent if both of the following criteria apply:
 - (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (ii) Examples. (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
 - (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

- (i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

- (2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

- (j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

- (k) *Certificates regarding exemptions from the application of the Service Contract Act.*

(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1).

The offeror ☐ does ☐ does not certify that--

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1).

The offeror ☐ does ☐ does not certify that--

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
 Name _____.
 TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

Alternate II (October 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(Note: Applicable when small disadvantaged business procurement mechanisms are authorized on a regional basis. Applicable regions by SIC Major Category are located at:

<http://www.arnet.gov/References/sdbadjustments.htm>.)

(iii)Address. The offeror represents that its address _____ is, _____ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

Addendum to FAR Clause 52.212-3

FAR Clause 52.204-6 Data Universal Numbering System (DUNS) Number (April 2008)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number--
- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (End of provision)

H. Evaluation Factors for Award

ARTICLE H.1 FAR 52.212-2 Evaluation—Commercial Items Jan 1999

- (a) The Government will award a contract resulting from this solicitation to the responsible bidder whose bid conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate bids in descending order of importance:
- Bid samples meeting all salient characteristics set forth in Sections C.1 and C.2
 - Descriptive literature
 - Past performance
- Bid samples meeting all salient characteristics set forth in Sections C.1 and C.2, descriptive literature, and past performance, when combined, are approximately equal in the Government's evaluation of who will participate in the reverse auction.
- (b) *Options.* The Government will evaluate bids for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that a bid is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

- (c) A written notice of award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid, shall result in a binding contract without further action by either party. Before the bidder's specified expiration time, the Government may accept a bid (or part of a bid), unless a written notice of withdrawal is received before award.

ARTICLE H.2 – Past Performance

At least three past performance references that have entailed similar work that is required by this Invitation for Bid must be submitted. References must include: the reference's name, address, phone number, email address, company (or government entity), order date, completion date, dollar value, and a description of the products rendered. Cited references are to send a completed past performance survey directly to Terita Stevenson, Contract Specialist, via email to: stevenst@od.nih.gov **Surveys must be received by the date and time designated for receipt of bids in Block 8 of the SF 1449.** Please see attached survey for details. NIH may consider internal and external past performance that is not referred to in the bid.